LOCKLIZARD PUBLISHER LIMITED LICENSE AGREEMENT

This license agreement is the contract between LockLizard Limited (LockLizard), a company registered in England and Wales No. 5117542 and any person or entity that is making use of a LockLizard product for the purpose of protecting files using LockLizard software. This is the sole agreement, and the user accepts it as binding by the act of using the LockLizard product, or any part thereof, in any manner, including but not limited to downloading, installing, copying, executing or accessing. It should be read carefully before being accepted as a result of any of these activities.

The LockLizard product comprises computer software, computerised materials and any other documentation whether provided together with the product or separately in an 'online' form.

License rights are granted only where the LockLizard product has been lawfully obtained. LockLizard products are licensed, not sold.

1 Definitions

1.1 Product means the product as specified on the paid invoice. Where a user manual or other document giving additional information about the product is referenced it shall be the user manual or other document that was in force at the date of this agreement and no other.

1.2 Price means the price as set out in this agreement in the currency specified in this agreement.

1.3 Expected delivery date means the date specified by LockLizard on which the product is expected to be delivered to the Customer.

1.4 Customer is the legal entity that LockLizard has this Agreement with and does not include any other legal entities such as subsidiaries, parent companies or other parties having contractual agreements with the legal entity that is the Customer.

1.5 Confidential information means all the information designated as such by either of the parties to this Agreement together with all such other information that relates to the business.

2 Warranty

2.1 LockLizard warrants that the media for the Product shall be in good working order when supplied and shall comply substantially with the document for the Product supplied with the Product except where the paid invoice contains a specification for additional work when that specification shall be included as part of the Product document.

2.2 LockLizard warrant that they have the right to supply the Product(s) and to grant a license to the Customer to use the same.

2.3 LockLizard shall correct any defect in the Product which arises or is found within one month of the delivery of the Product to the Customer or to the address (whether postal or by electronic mail) nominated in this Agreement. LockLizard shall not be liable to correct a defect if the Customer:

2.3.1 Fails to install and use the Product as specified by LockLizard.

2.3.2 Uses the Product for purposes other than those for which it was designed

2.3.3 Damages, misuses or modifies the Product.

2.3.4 Fails to install any Product upgrades or changes provided by LockLizard as mandatory.

2.4 LockLizard warrants that the Product(s) licensed will perform substantially in accordance with accompanying specifications for a period of thirty (30) days from the date of receipt.

2.5 Although LockLizard has tested the Product(s) and reviewed the associated documentation LockLizard makes no warranty or representation, either express or implied, for the Product(s), documentation, their quality, performance, fitness for purpose or satisfactory quality. Product(s) and documentation are licenses 'as is' and the licensee, by making use of them, assumes the entire risk for their performance and operation.

2.6 The Customer agrees that they have been given full opportunity to use and test the Product(s) and they have satisfied themselves as to the suitability of the Product(s) for their business purpose(s), method(s) of operation, and place no reliance upon any statements by LockLizard, whether written, oral or in a dematerialised form as the basis for the selection and purchase of the Product(s).

2.7 The Customer agrees that publishing or permitting to be published material that is reasonably held to be vexatious, disparaging or derogatory concerning Locklizard Limited, its employees or products shall be a fundamental breach of contract and Locklizard Limited's responsibilities and liabilities cease unless offending material is completely expunged within seven days of notification by Locklizard Limited.

2.8 LockLizard makes no warranty, express or implied that:

2.8.1 The Product will operate uninterruptedly or is free from minor errors and defects that do not materially affect its performance.

2.8.2 Operation of the Product will meet the Customer's requirements if such go outside the specification of the Product.

2.8.3 The software or documentation are of a specific quality, performance, satisfactory quality or fitness for a particular purpose.

2.8.4 If LockLizard is unable to correct a defect in a Product or satisfactorily replace a Product for whatever reason, LockLizard's maximum liability to the Customer shall be limited to the Price of the Product. In no event shall LockLizard be liable for any direct, indirect, special, incidental or consequential damages rising from the use, or the inability to use the Product or documentation, even when notified of such a possibility.

2.8.5 Nothing in this Agreement shall be construed as creating a right, obligation, or duty of any kind to any party that is not a signatory to this Agreement, and any such arrangement is expressly forbidden by this Agreement.

2.9 LockLizard's sole liability and your exclusive remedy is, at LockLizard's option, to be either a refund of the purchase price received by LockLizard or the replacement of the product. Any replacement will be warranted for the remainder of the original warranty period.

3 Copyright and confidentiality

3.1 Both parties agree that all Confidential Information shall be held in confidence by both parties and shall not be disclosed to any third party without the written authorization of the party who has indicated that the information is Confidential Information, unless disclosure is essential for the performance of this Agreement, in which case the third party shall be bound to observe the terms of this Agreement relating to copyright and confidentiality.

3.2 This shall not apply to any information that is already in the public domain or where either party can show that the information was lawfully obtained without restriction against disclosure.

3.3 Neither party shall, without the other's written permission, use in any publication, any material the copyright in which belongs to the other party.

3.4 If a party grants permission to use such materials in a publication, the said publication shall bear the same copyright notices or legends that appear in the original material.

3.5 The obligations of copyright and confidentiality shall survive termination of this Agreement.

4 Intellectual property

4.1 LockLizard shall retain the intellectual property, patent or other mark or trademark in the Product(s).

4.2 If any claim is made against the Customer by a third party for the infringement of any intellectual property they shall serve Notice on LockLizard promptly. LockLizard may take such action as it thinks fit to defend or compromise such claim. The Customer shall give all such assistance in such defense or compromise as LockLizard shall require.

4.3 If LockLizard is unable to successfully defend or satisfactorily compromise a claim made under intellectual property so that the Customer can continue to use the Product (modified if necessary in a manner acceptable to the Customer) the Customer may cancel this Agreement by Notice to LockLizard.

4.4 LockLizard shall indemnify the Customer against all claims, demands, actions, costs, expenses (including but not limited to full legal costs), losses and damages arising from, or incurred by reason of any infringements (including but not limited to the defense of such alleged infringement) of any intellectual property right of any third party, by use or possession of the Product(s) provided by LockLizard, or in connection with any with additional developments performed by LockLizard for the Customer.

4.5 LockLizard retains sole and exclusive ownership of all world-wide copyrights, patents, trade-marks, know-how and other intellectual property rights in and to the Product(s), upgrades, updates as they exist now or in the future. The Customer acknowledges that LockLizard owns all rights, title and interest in the LockLizard name and logotype and mark and it is the owner of certain other LockLizard registered or common law trademarks and trade names. The Customer acknowledges that they will not acquire any interest in any intellectual property, patent, trademark or trade name by virtue of this agreement.

4.6 Where LockLizard has granted the Customer the right to perform transformations or alterations to the Product as delivered by LockLizard, LockLizard shall own the intellectual property, patent, trademark and other rights of any transformation, alteration, addition or derivative works created, and grants the customer the perpetual right to use any such without charge.

4.7 LockLizard acknowledges that the Customer owns all rights, title and interest in their name, logotype and trademarks. LockLizard acknowledges that it will not acquire any interest in the Customer's name and/or trademark by virtue of this agreement or the activities of either party under it.

5 License terms and limitation of liability

5.1 The Customer is granted the following license in respect of the LockLizard Product(s) as specified in the paid invoice(s) as issued from time to time.

5.2 The Customer may:

5.2.1 Use the LockLizard Product(s) on any compatible computer as specified in the documentation supplied with the Product provided that you do not use it on more computers than have been licensed;

5.2.2 Modify the Product or merge it with software programs for use on the licensed computer(s);

5.2.3 Copy the Product(s) for backup or modification purposes provided that the LockLizard copyright is retained in all copies;

5.2.4 Install the Product(s) on a personal computer, hard disk, file server, server system according to the documentation provided with the Product(s);

5.3 The Customer may not:

5.3.1 Use the LockLizard Product(s) or make copies of the LockLizard Product(s) (media and documentation) except as permitted in this license and described in the documentation supplied with the Product(s);

5.3.2 Distribute, rent, sub-license or lease the LockLizard Product(s) to another party;

5.3.3 Reverse assemble or reverse compile the Product(s) without LockLizard's prior written consent. LockLizard shall provide, at a reasonable price, the source code that is necessary to enable you to interface the Product(s) with other software;

5.3.4 Transfer the license to another party either in whole or in part.

5.4 Locklizard licenses applications software to customers for use on a perpetual basis or for a fixed period of time that may or may not be renewable. This right does not include the provision of support or maintenance or upgrades to any specific implementation of the applications software. Where applications software is licensed on a perpetual basis, if the license is for implementation on the customer's server then the customer has the right to continue to use that specific implementation of the software on that server environment without further payment. Where applications software is licensed on a perpetual basis and the license is for implementation on a server hosted by Locklizard, then the customer has the right to continue to use that specific implementation of the software provided that they continue to pay hosting fees when they fall due. A failure to pay hosting fees promptly is a fundamental breach of the licensing agreement and terminates the right to perpetual use. Where applications software is licensed for a fixed period of time the license is for implementation on a server hosted by Locklizard. At the end of the licensed period the right to use ceases unless a new license is obtained. Locklizard may cease the renewal of hosting or limited time licenses by giving notice to customers of the ceasing of service.

5.5 The following provisions set out each party's liability including any liability for the acts or omissions of its employees, agents and/or subcontractors to the other under this Agreement.

5.5.1 LOCKLIZARD'S LIABILITY IN RESPECT OF LOSS OR DAMAGE TO PROPERTY (INCLUDING INFORMATION, BUSINESS RECORDS FINANCIAL DOCUMENTS, AS WELL AS PHYSICAL OBJECTS) RESULTING FROM LOCKLIZARD'S WILLFUL MISCONDUCT OR DEFECT IN WORKMANSHIP OR MATERIALS OR ANY OTHER LOSS OR DAMAGE SUFFERED BY THE CUSTOMER, INCLUDING ANY EXPENDITURE INCURRED BY THE CUSTOMER IN REMEDYING ANY FAILURE BY LOCKLIZARD TO CARRY OUT ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO ONE MILLION POUNDS STERLING.

5.5.2 EITHER PARTY'S LIABILITY TO THE OTHER IN RESPECT OF DEATH OR INJURY RESULTING FROM THE OTHER PARTY'S NEGLIGENCE SHALL NOT BE LIMITED.

5.5.3 NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT LOSS.

5.5.4 EACH PARTY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER FROM ANY CLAIMS, LOSSES OR EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING FROM THIRD PARTY CLAIMS RELATING TO OR ARISING FROM:

5.5.4.1 THE NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR WILLFUL MISCONDUCT OF SUCH PARTY, ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES

5.5.4.2 THE ASSERTION OF ANY STRICT LIABILITY STANDARD

5.5.4.3 IN ALL OTHER MATTERS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE FOR ALL OR ANY PART OF THE PRODUCT(S), IS GIVEN. NO LIABILITY IS ACCEPTED FOR ANY CONSEQUENTIAL DAMAGES OF ANY FORM WHATSOEVER AND LIABILITIES TO THIRD PARTIES ARE EXPRESSLY EXCLUDED.

5.6 EXCEPT WHERE EXPRESSLY STATED TO THE CONTRARY, THE ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE PRODUCT.

6 Independent contractor and agency

6.1 Neither party has authority to act as an agent for the other or to contract on the other's behalf, and shall at all times be deemed to be and shall act as an independent contractor.

7 Assignment and use

7.1 The Customer shall have the right to transfer its rights and liabilities under this Agreement to any successor, associated company or subsidiary to which that part of their business relating to this Agreement is transferred, subject to LockLizard's prior written consent which shall not be unreasonably withheld.

7.2 The Customer warrants that they shall not resell, divert, transfer transship or otherwise dispose of the Product(s) without the written authority of LockLizard.

7.3 The Customer warrants that the LockLizard Product(s) or any transformations, alterations, additions or derivative works are solely for use in the conduct of their ordinary business and will not be used for any other purpose.

7.4 The Customer warrants that they will not use the LockLizard Product(s) or any transformations, alterations, additions or derivative works to provide Product(s) or service(s) that are or might be held to be in competition with LockLizard.

8 Force majeure

8.1 Neither party shall be liable for failure to fulfill its obligations when this is due to causes beyond its reasonable control.

9 Export approval

9.1 One or more of the Product(s) supplied by LockLizard makes use of computer encryption technology for the purpose of its operations. In some territories, the importation or the use of computer software encryption products is controlled by regulation. If the Customer intends to export any of the encrypting products to another territory they acknowledge that they have the responsibility for obtaining any export approval in their own territory if they need to move non-reader products to another territory.

10 Default

10.1 If either party commits a breach of any of the terms of this Agreement the other party may give Notice to it to remedy the breach within thirty (30) days from the date of the Notice. If the other party does not do so, then the aggrieved party may by a further Notice terminate this Agreement forthwith.

10.2 From the date of the Notice terminating this Agreement either party shall have no further rights under this Agreement but their obligations shall continue until they are discharged.

10.3 In addition to breach of the express terms of this Agreement, a party shall be in breach of it if:

10.3.1 It goes into liquidation (except for the purpose of amalgamation or reconstruction) or has a receiver of its assets appointed;

10.3.2 It is convicted of any offence in any jurisdiction to which it is subject in relation to this Agreement.

11 Termination

11.1 Either party may terminate this Agreement by giving not less than one hundred and twenty (120) days written Notice to the other.

11.2 Service termination where Locklizard provide hosting

11.2.1 Service may be terminated as a result of the request of a customer not to renew a service at the next renewal point, failure by the customer to pay valid invoices when due. A fundamental breach of contract is treated as a non-payment with 30 days to remedy following notification.

11.2.2 Where termination is requested by a customer, access to their hosted account will cease on the day of renewal, and hosted data will be retained by Locklizard for a period of 30 days from the date of service renewal. After that time the hosted data may be deleted at any time without notice by Locklizard.

11.2.3 Where a customer fails to pay a valid invoice within their credit terms Locklizard may suspend access to their account pending receipt of funds. In the event that funds are still not received 30 days after the due date Locklizard may cease access to the hosted account and delete the hosted data at any time without notice by Locklizard.

11.2.4 Where a customer has purchased a perpetual license for a Locklizard product with Locklizard hosting that license remains valid provided that hosting charges are paid continuously. In the event that hosting charges are not paid when due the hosted account may be suspended pending receipt of funds. In the event that funds are still not received 30 days after the due date Locklizard may cease access to the hosted account and delete the hosted data at any time without notice. A customer with a perpetual license hosted by Locklizard may reinstate their service by payment of all hosting charges for the intervening period, together with any charges for upgrading to new releases where their original licensed product is no longer supported. In this event customer data are not restored where they have been deleted.

12 Law

12.1 The proper law of this Agreement is English law, and the parties submit to the non-exclusive jurisdiction of the English Courts.

12.2 If any provision of this Agreement I held to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be modified to the minimal extent required to make it consistent with the intent of this Agreement. If such provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of the Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

13 Taxes

13.1 Each party shall be responsible for its own tax liabilities.

14 Notices

14.1 A Notice served under this Agreement shall be a writing and may be served to LockLizard's registered address:

14.1.1 By registered mail or registered air mail;

14.1.2 By courier service;

14.1.3 By first class post

14.1.4 Any of the above to be with return receipt

14.2 The date of service shall be the date of receipt shown on the form of receipt.